

CALIFORNIA DEPARTMENT OF INSURANCE  
LEGAL DIVISION  
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California Department of Insurance

**BEFORE THE INSURANCE COMMISSIONER  
OF THE STATE OF CALIFORNIA  
SAN FRANCISCO**

In the Matter of the Licenses and Licensing  
Rights of:

CHICAGO TITLE INSURANCE  
COMPANY;

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY;

TICOR TITLE INSURANCE COMPANY;

SECURITY UNION TITLE INSURANCE  
CORPORATION;

LAWYERS TITLE INSURANCE  
CORPORATION;

FIDELITY NATIONAL TITLE  
COMPANY; and

FIDELITY NATIONAL HOME  
WARRANTY COMPANY,

Respondents.

File No. DISP-2011-00611

ACCUSATION  
(Insurance Code §§ 12389.2, 12404, 12405,  
12406, 12414.25, and 12760);

NOTICE OF NONCOMPLIANCE AND  
HEARING  
(Insurance Code §§ 12389.2, 12404, 12405,  
12406, 12414.25, and 12760);

DEMAND  
(Insurance Code §§ 12409, 12410, 12411,  
12414.25, 12928.6, and 12976).

1 The Insurance Commissioner of the State of California ("Commissioner") in his official  
2 capacity alleges that:

3 **JURISDICTION AND PARTIES**

4 1. Respondent, CHICAGO TITLE INSURANCE COMPANY ("CHICAGO  
5 TITLE"), domiciled in Nebraska, holds a Certificate of Authority to transact the business of title  
6 insurance in the State of California, pursuant to § 700 et seq. of the California Insurance Code<sup>1</sup>;  
7 and,

8 2. Respondent, FIDELITY NATIONAL TITLE INSURANCE COMPANY  
9 ("FIDELITY NATIONAL"), domiciled in California, holds a Certificate of Authority to transact  
10 the business of title insurance in the State of California, pursuant to § 700 et seq. of the California  
11 Insurance Code; and,

12 3. Respondent, TICOR TITLE INSURANCE COMPANY ("TICOR"), domiciled in  
13 California, held a Certificate of Authority to transact the business of title insurance in the State of  
14 California, pursuant to § 700 et seq. of the California Insurance Code, during the relevant time  
15 period until it merged with and into CHICAGO TITLE on or about June 30, 2010, and became  
16 inactive; and,

17 4. Respondent, SECURITY UNION TITLE INSURANCE CORPORATION  
18 ("SECURITY UNION"), domiciled in California, held a Certificate of Authority to transact the  
19 business of title insurance in the State of California, pursuant to § 700 et seq. of the California  
20 Insurance Code, during the relevant time period until it merged with and into CHICAGO TITLE  
21 on or about June 30, 2010, and became inactive; and,

22 5. Respondent, LAWYERS TITLE INSURANCE CORPORATION ("LAWYERS  
23 TITLE"), domiciled in Nebraska, held a Certificate of Authority to transact the business of title  
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28 <sup>1</sup> Unless otherwise stated, all references are to the California Insurance Code. Pursuant to § 12743, references to  
"insurer" shall also mean a home protection company.

1 insurance in the State of California, pursuant to § 700 et seq. of the California Insurance Code,  
2 during the relevant time period until it merged with and into FIDELITY NATIONAL on or about  
3 June 30, 2010, and became inactive; and,

4 6. Respondent, FIDELITY NATIONAL TITLE COMPANY ("FIDELITY TITLE"),  
5 domiciled in California, holds a license to act as an underwritten title company in the State of  
6 California, pursuant to §§700 and 12389 of the California Insurance Code; and,

7 7. Respondent, FIDELITY NATIONAL HOME WARRANTY COMPANY  
8 ("FIDELITY HOME WARRANTY" or "FNHW"), domiciled in California, holds a home  
9 protection company license to issue home protection contracts, pursuant to §§ 700 et seq. and  
10 12744 of the California Insurance Code; and,

11 8. Respondents, CHICAGO TITLE, FIDELITY NATIONAL, TICOR, SECURITY  
12 UNION, LAWYERS TITLE, FIDELITY TITLE, and FIDELITY HOME WARRANTY  
13 (collectively "FIDELITY" or "FIDELITY COMPANIES"), are affiliates of FIDELITY  
14 NATIONAL FINANCIAL, INC. ("FNF"), a Delaware holding company with its principal place  
15 of business in Florida; and,

16 9. On or about May 2011, the California Department of Insurance ("Department")  
17 began investigating the practices of CHICAGO TITLE, FIDELITY NATIONAL, TICOR,  
18 SECURITY UNION, LAWYERS TITLE, FIDELITY TITLE, and FIDELITY HOME  
19 WARRANTY, pursuant to California Insurance Code §§ 730, 12407, 12752, and 12924, after the  
20 Department received written complaints alleging illegal rebating activities by FIDELITY  
21 COMPANIES. These complaints raised the issue of whether certain sublicensing agreements for  
22 the use of a Web-based software platform developed by FIDELITY NATIONAL FINANCIAL,  
23 INC., called "TransactionPoint," entered into between CHICAGO TITLE, FIDELITY  
24 NATIONAL, TICOR, SECURITY UNION, LAWYERS TITLE, FIDELITY TITLE, and  
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1 FIDELITY HOME WARRANTY and various real estate brokers and other settlement service  
2 providers, from on or about 2003 through June 2011, constituted violations of California's  
3 insurance laws. The investigation included an examination of CHICAGO TITLE, FIDELITY  
4 NATIONAL, TICOR, SECURITY UNION, LAWYERS TITLE, FIDELITY TITLE, and  
5 FIDELITY HOME WARRANTY'S documents relating to the negotiation and promotion of  
6 sublicensing arrangements; an examination of the FIDELITY COMPANIES' sublicensing  
7 agreements with various realtors and other settlement service providers; and an examination of  
8 documents received from various realtors; and,

10 10. California Insurance Code § 700(c) provides that, after the issuance of a certificate  
11 of authority, the holder must continue to comply with all requirements set forth in the Insurance  
12 Code and all other applicable laws of this State; and,

14 11. California Insurance Code § 12389.2 provides that, after issuance of a license, the  
15 holder must continue to comply with all requirements set forth in the Insurance Code and all other  
16 applicable laws of this State; and,

18 12. California Insurance Code §§ 730, 12407, 12752 and 12924, authorize the  
19 Commissioner access to all records of an insurer and the power to examine the affairs of every  
20 person engaged in the business of insurance to determine if such person violated certain  
21 provisions of the Insurance Code; and,

23 13. California Insurance Code § 12404 provides, in pertinent part, that "it is unlawful  
24 for any title insurer, underwritten title company, or controlled escrow company, to pay, directly or  
25 indirectly, any commission, compensation, or other consideration to any person as an inducement  
26 for the placement or referral of title business;" and,

28 14. California Insurance Code § 12404(c) provides that certain activities enumerated  
in that section, "are deemed per se inducements for the placement or referral of title insurance

1 business by any person, and are unlawful,” including providing assistance with the business  
2 expenses of a person; and,

3 15. California Insurance Code § 12404(g) provides that “The Legislature hereby  
4 intends that this section...shall be liberally construed for the purpose of protecting consumers of  
5 title business;” and,

6 16. California Insurance Code § 12405 provides, in relevant part, that “no title insurer,  
7 no controlled escrow company, and no underwritten title company shall make any rebate of any  
8 portion of the fee or charge” shown in its schedule of rates filed with the Commissioner; and,

9 17. California Insurance Code § 12406 prohibits a title insurer from issuing any title  
10 policy in any transaction in connection with which it has paid or contemplates paying any  
11 commission in violation of § 12404 or in connection with which it or any controlled escrow  
12 company or underwritten title company has made or contemplates making any unlawful rebate in  
13 violation of § 12405; and,

14 18. California Insurance Code § 12409 states that “Every title insurer, controlled  
15 escrow company, and underwritten title company which pays any commission or which makes  
16 any unlawful rebate in violation of this article shall be liable to the people of California for five  
17 times the amount of that commission or unlawful rebate ....;” and,

18 19. California Insurance Code § 12411 provides that “The commissioner may after a  
19 hearing suspend or revoke the certificate of authority of any title insurer or the license of any  
20 underwritten title company ....;” and,

21 20. California Insurance Code § 12760 states that “No home protection company shall  
22 pay a commission to any person as an inducement or compensation for the issuance, purchase or  
23 acquisition of a home protection contract ....;” and,

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1           21.     California Insurance Code § 12414.25 provides that any “title insurer,  
2     underwritten title company, or controlled escrow company who fails to comply with a final order  
3     of the commissioner under this chapter shall be liable to the state ... in an amount not exceeding  
4     five thousand dollars (\$5,000)” if such failure is willful.

5           22.     California Insurance Code § 12976 provides that “All fines ... and penalties  
6     provided for in this code shall be due and payable on the demand of the commissioner. If  
7     payment is not made within ten days after such demand, then the commissioner shall institute an  
8     action in the name of the people of the State of California for the purpose of recovering such  
9     moneys due.”

11                               **ACCUSATION / NOTICE OF NONCOMPLIANCE**

12   **FACTUAL ALLEGATIONS**

13           23.     FNF NATIONAL FINANCIAL, INC. originated, and was at all times relevant to  
14     this action, the owner and licensor, through various related entities and successors, of a  
15     proprietary Web-based software platform, referred to as “TransactionPoint,” that automates  
16     online ordering and document retrieval in real estate transactions.

17           24.     FNF marketed and licensed TransactionPoint to real estate brokers as a marketing  
18     tool and revenue stream in their sales activities. Among other things, TransactionPoint allowed  
19     real estate brokers to order real estate settlement services, including title insurance, escrow  
20     services and home warranty contracts, from third-party vendors of such real estate settlement  
21     services. FNF encouraged and facilitated real estate brokers to generate revenue by marketing  
22     purported “sublicense” agreements to third-party vendors for payment of a specified fee, termed a  
23     “sublicense fee,” per order received for title insurance, escrow service, and home warranty  
24     contracts accessed using TransactionPoint. Real estate brokers placed orders for such real estate  
25     settlement services with vendors who paid “sublicense fees” in exchange for the opportunity to  
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1 become a preferred vendor to fill those orders. The FIDELITY COMPANIES, which provide  
2 title insurance, escrow services and home warranty contracts, entered into "sublicense  
3 agreements" with real estate brokers throughout the state to become preferred vendors and paid  
4 "sublicense fees" as described herein.

5  
6 25. On behalf of the FIDELITY COMPANIES, FNF further facilitated these  
7 arrangements with real estate brokers by tracking and reporting the orders placed by each broker  
8 each month, per FIDELITY COMPANY, and providing central administration for each of the  
9 FIDELITY COMPANIES for the collection and payment of the "sublicense fees" to real estate  
10 brokers.

11 26. Between approximately 2003 and 2011, CHICAGO TITLE, FIDELITY  
12 NATIONAL, TICOR, SECURITY UNION, LAWYERS TITLE, FIDELITY TITLE, and  
13 FIDELITY HOME WARRANTY entered into Real Estate Service Provider Access Agreements  
14 ("Access Agreements" or "Sublicensing Agreements") with real estate brokers whereby each  
15 FIDELITY COMPANY agreed to pay a specified fee, termed a "sublicense fee," to the broker for  
16 the use of TransactionPoint software for each title order and each escrow order and each home  
17 warranty order on a California property it received from real estate brokers accessed with  
18 TransactionPoint software.

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20 27. The number of title and escrow orders on California properties received by  
21 CHICAGO TITLE from real estate brokers, between approximately 2003 and 2011, using  
22 TransactionPoint software, subject to the Access Agreements, and the amount of "sublicense  
23 fees" paid to real estate brokers for such orders will be determined at hearing.

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25 28. The number of title and escrow orders on California properties received by  
26 FIDELITY NATIONAL from real estate brokers, between approximately 2003 and 2011, using  
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1 TransactionPoint software, subject to the Access Agreements, and the amount of "sublicense  
2 fees" paid to real estate brokers for such orders will be determined at hearing.

3 29. The number of title and escrow orders on California properties received by TICOR  
4 from real estate brokers, between approximately 2003 and 2011, using TransactionPoint software,  
5 subject to the Access Agreements, and the amount of "sublicense fees" paid to real estate brokers  
6 for such orders will be determined at hearing.

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8 30. The number of title and escrow orders on California properties received by  
9 SECURITY UNION from real estate brokers, between approximately 2003 and 2011, using  
10 TransactionPoint software, subject to the Access Agreements, and the amount of "sublicense  
11 fees" paid to real estate brokers for such orders will be determined at hearing.

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13 31. The number of title and escrow orders on California properties received by  
14 LAWYERS TITLE from real estate brokers, between approximately 2003 and 2011, using  
15 TransactionPoint software, subject to the Access Agreements, and the amount of "sublicense  
16 fees" paid to real estate brokers for such orders will be determined at hearing.

17 32. The number of title and escrow orders on California properties received by  
18 FIDELITY TITLE from real estate brokers, between approximately 2003 and 2011, using  
19 TransactionPoint software, subject to the Access Agreements, and the amount of "sublicense  
20 fees" paid to real estate brokers for such orders will be determined at hearing.

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22 33. The number of home warranty orders on California properties received by  
23 FIDELITY HOME WARRANTY from real estate brokers, between 2003 and 2011, using  
24 TransactionPoint software, subject to the Access Agreements, and the amount of "sublicense  
25 fees" paid to real estate brokers for such orders will be determined at hearing.

26 34. On November 2, 2005, in File No. DISP05046623, the Insurance Commissioner  
27 issued a final Order against CHICAGO TITLE, FIDELITY NATIONAL, TICOR, and  
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1 SECURITY UNION prohibiting each of them from, inter alia, engaging in illegal rebate activities  
2 in violation of California Insurance Code §§12404 et seq.; and,

3 35. On February 2, 2006, in File No. DISP05046621, the Insurance Commissioner  
4 issued a final Order against LAWYERS TITLE prohibiting LAWYERS TITLE from, inter alia,  
5 engaging in illegal rebate activities in violation of California Insurance Code §§12404 et seq.;  
6 and,  
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8 36. On March 16, 2007, in File No. DISP-2007-00347, the Insurance Commissioner  
9 issued a final Order against FIDELITY TITLE prohibiting it from, inter alia, engaging in illegal  
10 rebate activities in violation of California Insurance Code §§12404 et seq.

### 11 STATUTORY ALLEGATIONS

12 37. The facts alleged herein demonstrate that CHICAGO TITLE, FIDELITY  
13 NATIONAL, TICOR, SECURITY UNION, LAWYERS TITLE, and FIDELITY TITLE have  
14 made payments in the form of commissions, compensation, and/or other consideration to any  
15 person as an inducement for the placement or referral of title business, in violation of §§ 12404  
16 and 12406 of the California Insurance Code. In addition, the facts alleged demonstrate that  
17 CHICAGO TITLE, FIDELITY NATIONAL, TICOR, SECURITY UNION, LAWYERS TITLE,  
18 and FIDELITY TITLE have rebated any portion of the fee charged for a title policy, in direct  
19 contravention of California Insurance Code § 12405, and constitute grounds for the Insurance  
20 Commissioner to assess a monetary penalty in the amount of five times the illegal rebate and/or  
21 restrict or suspend its respective Certificates of Authority or license, pursuant to California  
22 Insurance Code §§ 12409 and 12389; and,  
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24 38. The facts alleged herein demonstrate that FIDELITY HOME WARRANTY has  
25 paid a commission to any person as an inducement or compensation for the issuance, purchase or  
26 acquisition of a home protection contract, in violation of California Insurance Code § 12760 and  
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1 constitute grounds for the Insurance Commissioner to assess a monetary penalty and take other  
2 actions as authorized by law; and,

3 39. The facts alleged herein demonstrate that CHICAGO TITLE, FIDELITY  
4 NATIONAL, TICOR, and SECURITY UNION have willfully failed to comply with a final Order  
5 of the Commissioner dated November 2, 2005 in File No. DISP05046623; and,

6 40. The facts alleged herein demonstrate that LAWYERS TITLE has willfully failed  
7 to comply with a final Order of the Commissioner dated February 2, 2006 in File  
8 No.DISP05046621; and,

9 41. The facts alleged herein demonstrate that FIDELITY NATIONAL TITLE  
10 COMPANY has willfully failed to comply with a final Order of the Commissioner dated March  
11 16, 2007 in File No.DISP-2007-00347; and,

12 42. The Insurance Commissioner hereby notifies CHICAGO TITLE, FIDELITY  
13 NATIONAL, TICOR, SECURITY UNION, LAWYERS TITLE, and FIDELITY TITLE that,  
14 based upon the facts alleged herein, each of these FIDELITY COMPANIES has violated or is in  
15 violation of California Insurance Code §§ 12404, 12405 and 12406 and that each of these  
16 FIDELITY COMPANIES has ten (10) days to comply with the provisions of those Sections or  
17 will be considered willfully failing to comply. If any of the afore-named FIDELITY  
18 COMPANIES is found willfully failing to comply, it will be subject to an Order by the  
19 Commissioner prohibiting it from conducting its business for a period of not more than one year,  
20 and will also be subject to the suspension or revocation of its licenses and licensing rights by the  
21 Insurance Commissioner pursuant to California Insurance Code 12411; and,

22 43. The Insurance Commissioner hereby notifies FIDELITY HOME WARRANTY  
23 that, based upon the facts alleged herein, it is in violation of California Insurance Code §§ 12760  
24 and that it has ten (10) days to comply with the provisions of those Sections or will be considered  
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1 willfully failing to comply. If FIDELITY HOME WARRANTY is found willfully failing to  
2 comply, it will be subject to the suspension or revocation of its licenses and licensing rights by  
3 the Insurance Commissioner pursuant to California Insurance Code 1858 et seq.; and,

4 **DEMAND PURSUANT TO**  
5 **§§ 12409, 12411, 12414.25, 12760, and 12976**

6 44. As a result of CHICAGO TITLE'S actions, as set forth hereinabove, and pursuant  
7 to California Insurance Code § 12409, CHICAGO TITLE is liable to the people of California for  
8 five times the amount of any unlawful rebates determined at hearing; and,

9 45. As a result of FIDELITY NATIONAL'S actions, as set forth hereinabove, and  
10 pursuant to California Insurance Code § 12409, FIDELITY NATIONAL is liable to the people of  
11 California for five times the amount of the unlawful rebates to be determined at hearing; and,

12 46. As a result of TICOR'S actions, as set forth hereinabove, and pursuant to  
13 California Insurance Code § 12409, TICOR is liable to the people of California for five times the  
14 amount of the unlawful rebates to be determined at hearing; and,

15 47. As a result of SECURITY UNION'S actions, as set forth hereinabove, and  
16 pursuant to California Insurance Code § 12409, SECURITY UNION is liable to the people of  
17 California for five times the amount of the unlawful rebates to be determined at hearing; and,

18 48. As a result of LAWYERS TITLE'S actions, as set forth hereinabove, and pursuant  
19 to California Insurance Code § 12409, LAWYERS TITLE is liable to the people of California for  
20 five times the amount of the unlawful rebates to be determined at hearing; and,

21 49. As a result of FIDELITY TITLE'S actions, as set forth hereinabove, and pursuant  
22 to California Insurance Code § 12409, FIDELITY TITLE is liable to the people of California for  
23 five times the amount of the unlawful rebates to be determined at hearing; and,

1           50.    As a result of FIDELITY HOME WARRANTY'S actions, as set forth herein  
2 above, and pursuant to California Insurance Code §§ 12760 and 790.035, FIDELITY HOME  
3 WARRANTY is liable to the people of California for an amount to be determined at hearing; and,

4           51.    As a result of the actions of CHICAGO TITLE, FIDELITY NATIONAL, TICOR  
5 and SECURITY UNION, as set forth hereinabove, and pursuant to California Insurance Code §  
6 12414.25, each Company is liable to the State in the amount of five thousand dollars (\$5,000.00)  
7 for its willful failure to comply with a final Order of the Commissioner dated November 2, 2005  
8 in File No. DISP05046623; and,

9           52.    As a result of LAWYERS TITLE'S actions, as set forth hereinabove, and pursuant  
10 to California Insurance Code § 12414.25, LAWYERS TITLE is liable to the State in the amount  
11 of five thousand dollars (\$5,000.00) for its willful failure to comply with a final Order of the  
12 Commissioner dated February 2, 2006 in File No. DISP05046621; and,

13           53.    As a result of FIDELITY TITLE'S actions, as set forth hereinabove, and pursuant  
14 to California Insurance Code § 12414.25, FIDELITY TITLE is liable to the State in the amount  
15 of five thousand dollars (\$5,000.00) for its willful failure to comply with a final Order of the  
16 Commissioner dated March 16, 2007 in File No. DISP-2007-00347; and,

17           WHEREFORE, the Insurance Commissioner prays for the following:

18           1.    An Order to Cease and Desist against CHICAGO TITLE, FIDELITY  
19 NATIONAL, TICOR, SECURITY UNION, LAWYERS TITLE and FIDELITY TITLE, from  
20 engaging in activities in violation of the illegal rebate provisions of California Insurance Code §§  
21 12404 et seq.; and,

22           2.    An Order to Cease and Desist against FIDELITY HOME WARRANTY from  
23 paying commissions to any person as an inducement or compensation for the purchase of a home  
24 warranty, in violation of California Insurance Code § 12760; and,

1           3.     The imposition of Notice on CHICAGO TITLE, FIDELITY NATIONAL,  
2     TICOR, SECURITY UNION, LAWYERS TITLE and FIDELITY TITLE that each has ten (10)  
3     days within which to comply with the provisions of California Insurance Code §§ 12404, 12405  
4     and 12406 and to correct such noncompliance in the manner specified by the Commissioner. If  
5     CHICAGO TITLE, FIDELITY NATIONAL, TICOR, SECURITY UNION, LAWYERS TITLE  
6     and/or FIDELITY TITLE do not comply, the noncompliant entity will be considered to be  
7     willfully failing to comply and subject, after hearing, to the possible suspension and revocation of  
8     its Certificate of Authority pursuant to § 12411; and,

10           4.     The imposition of Notice on FIDELITY HOME WARRANTY that it has ten (10)  
11     days within which to comply with the provisions of California Insurance Code § 12760 and to  
12     correct such noncompliance in the manner specified by the Commissioner. If FIDELITY HOME  
13     WARRANTY does not comply, it will be considered to be willfully failing to comply; and,

15           5.     The imposition of a monetary penalty against CHICAGO TITLE, as provided by  
16     law, pursuant to California Insurance Code § 12409; and,

18           6.     The imposition of a monetary penalty against FIDELITY NATIONAL, as  
19     provided by law, pursuant to California Insurance Code § 12409; and,

21           7.     The imposition of a monetary penalty against TICOR, as provided by law,  
22     pursuant to California Insurance Code § 12409; and,

24           8.     The imposition of a monetary penalty against SECURITY UNION, as provided by  
25     law, pursuant to California Insurance Code § 12409; and,

27           9.     The imposition of a monetary penalty against LAWYERS TITLE, as provided by  
28     law, pursuant to California Insurance Code § 12409; and,

          10.     The imposition of a monetary penalty against FIDELITY TITLE, as provided by  
          law, pursuant to California Insurance Code § 12409; and,

1           11.    The imposition of a monetary penalty against FIDELITY HOME WARRANTY,  
2 as provided by law, pursuant to California Insurance Code § 12760; and,

3           12.    The imposition of a monetary penalty of five thousand dollars (\$5,000.00) against  
4 each of CHICAGO TITLE, FIDELITY NATIONAL, TICOR, SECURITY UNION, LAWYERS  
5 TITLE, and FIDELITY TITLE, pursuant to California Insurance Code § 12414.25; and,  
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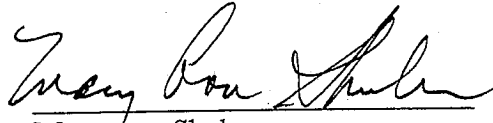
7           13.    The imposition of such further relief as may be just and proper.

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9    Dated: December 26, 2012

CALIFORNIA DEPARTMENT OF INSURANCE  
LEGAL DIVISION

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12 By:



Mary Ann Shulman  
Attorney III

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14 Attorneys for California Department of Insurance  
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**PROOF OF SERVICE**  
**In the Matter of the Licenses and Licensing Rights of:**  
**CHICAGO TITLE INSURANCE COMPANY;**  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY;**  
**TICOR TITLE INSURANCE COMPANY;**  
**SECURITY UNION TITLE INSURANCE CORPORATION;**  
**LAWYERS TITLE INSURANCE CORPORATION;**  
**FIDELITY NATIONAL TITLE COMPANY; and**  
**FIDELITY NATIONAL HOME WARRANTY COMPANY**

**Respondents.**

**Case No. DISP-2011-00611**

I am over the age of eighteen years and am not a party to the within action. I am an employee of the Department of Insurance, State of California, employed at 45 Fremont Street, 21st Floor, San Francisco, California 94105. On December 26, 2012, I served the following document(s):

**ACCUSATION, NOTICE OF NONCOMPLIANCE AND HEARING AND DEMAND**

on all persons named on the attached Service List, by the method of service indicated, as follows:

If **U.S. MAIL** is indicated, by placing on this date, true copies in sealed envelopes, addressed to each person indicated, in this office's facility for collection of outgoing items to be sent by mail, pursuant to Code of Civil Procedure Section 1013. I am familiar with this office's practice of collecting and processing documents placed for mailing by U.S. Mail. Under that practice, outgoing items are deposited, in the ordinary course of business, with the U.S. Postal Service on that same day, with postage fully prepaid, in the city and county of San Francisco, California.

If **OVERNIGHT SERVICE** is indicated, by placing on this date, true copies in sealed envelopes, addressed to each person indicated, in this office's facility for collection of outgoing items for overnight delivery, pursuant to Code of Civil Procedure Section 1013. I am familiar with this office's practice of collecting and processing documents placed for overnight delivery. Under that practice, outgoing items are deposited, in the ordinary course of business, with an authorized courier or a facility regularly maintained by one of the following overnight services in the city and county of San Francisco, California: Express Mail, UPS, Federal Express, or Golden State overnight service, with an active account number shown for payment.

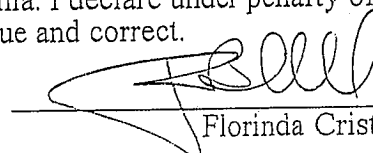
If **FAX SERVICE** is indicated, by facsimile transmission this date to fax number stated for the person(s) so marked.

If **PERSONAL SERVICE** is indicated, by hand delivery this date.

If **INTRA-AGENCY MAIL** is indicated, by placing this date in a place designated for collection for delivery by Department of Insurance intra-agency mail.

If **EMAIL** is indicated, by electronic mail transmission this date to the email address(es) listed.

Executed this date at San Francisco, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

  
\_\_\_\_\_  
Florinda Cristobal

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**SERVICE LIST**  
**In the Matter of the Licenses and Licensing Rights of:**  
**CHICAGO TITLE INSURANCE COMPANY;**  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY;**  
**TICOR TITLE INSURANCE COMPANY;**  
**SECURITY UNION TITLE INSURANCE CORPORATION;**  
**LAWYERS TITLE INSURANCE CORPORATION;**  
**FIDELITY NATIONAL TITLE COMPANY; and**  
**FIDELITY NATIONAL HOME WARRANTY COMPANY**

**Respondents.**

**Case No. DISP-2011-00611**

<u>Name/Address</u>	<u>E-mail</u>	<u>Method of Service</u>
Paul C. Workman Holland & Knight 400 South Hope Street, 8 <sup>th</sup> Floor Los Angeles, CA 90071	paul.workman@hklaw.com	ELECTRONIC MAIL U.S. MAIL
On Behalf of CHICAGO TITLE INSURANCE COMPANY;		
FIDELITY NATIONAL TITLE INSURANCE COMPANY;		
TICOR TITLE INSURANCE COMPANY;		
SECURITY UNION TITLE INSURANCE CORPORATION;		
LAWYERS TITLE INSURANCE CORPORATION;		
FIDELITY NATIONAL TITLE COMPANY; and		
FIDELITY NATIONAL HOME WARRANTY COMPANY		